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Nov 13 9 18 AM '95

LICENSING OF COUNSEL  
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RECORDATION NO. 19630-*JAL* FILED 1424

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INTERSTATE COMMERCE COMMISSION

November 13, 1995

Mr. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies each of the following secondary documents, all dated November 10, 1995: Lease Supplement No. 3, Security Agreement Supplement No. 3, and Memoranda of Coal Supply Service Agreement Supplement No. 3.

The enclosed documents relate to the Lease Agreement and other secondary documents previously filed with the Commission under Recordation Number 19630.

The names and addresses of the parties to the enclosed documents are:

Lease Supplement No. 3

Lessor: Wilmington Trust Company, Owner Trustee  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890

Lessor: Comerica Bank  
101 North Washington Square, 9th Floor  
Lansing, Michigan 48933

*Q. 1011*  
*Counterparts*

Mr. Vernon A. Williams  
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Security Agreement Supplement No. 3

Debtor: Wilmington Trust Company, Owner Trustee  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890

Secured Party: First Security Bank of Utah, National Association  
79 South Main Street, 3rd Floor  
Salt Lake City, Utah 84111

Memoranda of Coal Supply Service Agreement Supplement No. 3

Contractor: Comerica Bank  
101 North Washington Square, 9th Floor  
Lansing, Michigan 48933

Customer: Consumers Power Company  
212 West Michigan Avenue  
Jackson, Michigan 49201

A description of the railroad equipment covered by the enclosed documents is:

148 railcars bearing FSTX reporting marks and road numbers as set forth  
on Schedule I to Lease Supplement No. 3.

Also enclosed is a check in the amount of \$63.00 payable to the order of the  
Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg  
Enclosures

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MICHIGAN COMMERCE COMMISSION

**MEMORANDUM OF COAL SUPPLY SERVICE AGREEMENT SUPPLEMENT NO. 3**

Memorandum of Coal Supply Service Agreement Supplement No. 3, dated November 10, 1995 by and between COMERICA BANK, a Michigan corporation, not in its individual capacity but solely as trustee, (the "*Contractor*") and CONSUMERS POWER COMPANY, a Michigan corporation (the "*Customer*").

**WITNESSETH:**

1. Contractor and Customer have heretofore entered into that certain Coal Supply Service Agreement, dated as of September 1, 1995 (the "*Coal Supply Service Agreement*"), by and between Contractor and Customer.

2. The Coal Supply Service Agreement provides that Contractor may provide to Customer Coal Supply Service under the Coal Supply Service Agreement by the execution of a Coal Supply Service Agreement Supplement.

3. Contractor has agreed to make available to Customer, and Customer has agreed to accept from Contractor pursuant to that certain Coal Supply Service Agreement Supplement No. 3, dated November 10, 1995 (the "*Supplement No. 3*") by and between Customer and Contractor, Coal Supply Service with respect to 40 high side aluminum bodied rotary dump BethGon Coalporter railcars and 108 high side aluminum bodied Avalanche railcars bearing the railroad reporting markings set forth on Exhibit A.

4. The Supplement No. 3 shall be effective as of the date first set forth hereinabove and shall be subject to the Service Term as defined in Section 1 of the Coal Supply Service Agreement.

5. For purposes of this Memorandum the following terms shall have the following meanings.

"*Coal Supply Service*" shall mean the provision and maintenance throughout the Service Term (as defined in Section 1 of the Coal Supply Service Agreement) of Units for the purpose of moving coal from a Point of Origin to a Point of Use, as and to the extent agreed to in writing by Contractor and Customer in the Coal Supply Service Agreement and in any Supplement.

"*Coal Supply Service Agreement Supplement*" or "*Supplement*" shall mean a supplement to the Coal Supply Service Agreement substantially in the form of Exhibit A attached thereto and made a part thereof.

"*Plants*" shall mean those coal-fired generating stations owned by Customer.

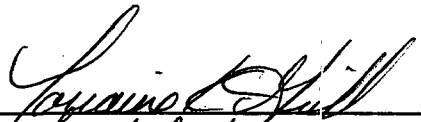
"*Point of Origin*" shall mean the point at which coal is loaded on the Units.

"*Point of Use*" shall mean such point at any of Customer's Plants at which coal is delivered to Customer.

"*Unit*" shall mean each of the high side aluminum bodied rotary dump BethGon Coalporter railcars and each of the high side aluminum bodied Avalanche railcars described in each Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers as of the date and year first above written.

COMERICA BANK, not in its individual  
capacity but solely as trustee

By   
Its Trust Officer

CONSUMERS POWER COMPANY

By \_\_\_\_\_  
Its \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers as of the date and year first above written.

COMERICA BANK, not in its individual  
capacity but solely as trustee

By \_\_\_\_\_  
Its Vice President

CONSUMERS POWER COMPANY

By \_\_\_\_\_  
Its Vice President

APPROVED AS TO FORM  
*[Signature]*

STATE OF Michigan )  
 )  
COUNTY OF Clinton ) SS.

On this 10th day of November, 1995 before me personally appeared Lorraine K Brill to me personally known, who being by me duly sworn, says that [s]he is a Officer of COMERICA BANK, that the foregoing instrument was signed on such date on behalf of said corporation, and [s]he acknowledged that the execution of said instrument was his/her free act and deed.

Lisa Brownridge  
Notary Public

Lisa Brownridge

[SEAL]

Commission expires:

October 27, 1999

STATE OF MICHIGAN     )  
                                  )     SS.  
COUNTY OF JACKSON    )

On this 1st day of November, 1995 before me personally appeared Robert J. Nicholson, to me personally known, who being by me duly sworn, says that he is the Vice President for Fossil and Hydro Operations of CONSUMERS POWER COMPANY, that the foregoing instrument was signed on such date on behalf of said company, and he acknowledged that the execution of said instrument was his free act and deed.

Beverly A. Avery  
Notary Public

[SEAL]

Commission expires:

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|---|
| BEVERLY A AVERY<br>NOTARY PUBLIC STATE OF MICHIGAN<br>JACKSON COUNTY<br>MY COMMISSION EXP. DEC. 3, 1996 |
|---|